



**RFP 15-09  
Service Agreement  
City of Galveston, Texas**

RFP #15-10  
Date: April 9, 2015

Open: May 12, 2015 @ 11:00AM

Sealed Responses/Proposals, prepared with **one original, one readable media, and five (5) copies** addressed to the Purchasing Supervisor, City Hall, room 302, 823 Rosenberg, Galveston, Texas 77550, will be received **11:00AM on May 12, 2015** opened immediately in that office in the presence of the City's auditor or a witness from the Finance Department and the Purchasing Supervisor. Any submission received after **11:00AM** on the date specified will be returned unopened, for the following project.

**RFP #15-10  
The City of Galveston is seeking sealed proposals to continue providing video  
webstreaming of public City meetings/sessions to the citizens and personnel of the City  
of Galveston, Texas**

---

**Proposals package**

The Request for Proposals, Attachment 1, any Specifications/line Item Details, and the Proposal Sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the City, including the Proposal Sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) will disqualify the submittal from being considered by City Council. Any individual signing in behalf of the submitter expressly affirms that he/she is duly authorized to tender the proposals and to sign the Proposals Sheet/contract under the terms and conditions in this proposal. Submitter further understands that the signing of the contract shall be of no consequence unless the proposals are subsequently awarded and the contract properly executed by City Council.

Note: proposals must be submitted on the forms provided herein. The proposals sheet, tax statement, nepotism statement, non-collusion statement, and any other forms marked as needing to be returned must be completed, signed and witnessed as required or the submittal is non-responsive.

Envelopes will be sealed and marked with the Request for Proposal number and opening time on the outside bottom left corner to avoid the opening before the prescribed time.

Proposals sent by facsimile (fax) machine shall be rejected as being non-responsive specifications.

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Tifney M Scott  
Purchasing Supervisor

E-mail address: [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org)

**\*\*The Subject Line should read: Video Stream**

**The Deadline for Questions will be 5:00PM on April 29, 2015**

### **PreProposal Conference**

There will be a pre proposal conference on Wednesday, April 22, 2015 at 2:00PM at City Hall, 823 Rosenberg, Galveston, TX 77550 Rm 204. This meeting is not mandatory, but highly recommended for those who intend to submit a proposal.

### **Restrictive or ambiguous specifications**

It is the responsibility of the prospective submitter to review the entire packet and to notify the Purchasing Office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or procedures must be received in the Purchasing Office not less than seventy-two hours prior to the submission deadline. Submitters are to respond as specified herein or bid an approved equal.

### **Modification of proposals**

A submitter may modify a response by letter at any time prior to the submission deadline. The modification letter must be received prior to the submission deadline. Alterations made before opening time must be initialed by the submitter guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any supporting data required will be accepted at any time prior to City Council's consideration of the response.

### **Award of contract**

By submitting proposals, the submitter agrees that if their submission is accepted by City Council, they will furnish all items and services upon which prices have been tendered and upon the terms and conditions in the proposals and contract.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the required insurance schedule of the Request for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance have been approved by the City of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Galveston.

### **Evaluation Process**

All submissions will be examined by an evaluation committee. The committee will evaluate all submissions based on the specifications written in the actual scope of services. If any specifications should conflict with anything stated in the Invitation for Proposals, the specifications in the actual scope of services shall control except for indemnity provisions.

**NOTE: The City of Galveston's decision will rely heavily on the Responders ability to comply with the State of Texas requirements provided in that document entitled: "Request For Proposals For Qualified Grant Administrators Relating to Federal Disaster Declaration – DR-1791-TX." A copy of those relevant portions are attached and incorporated herein for review.**

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The City of Galveston, however, reserves the right to accept such proposals if it is determined to be in the City's best interest to do so.

The City of Galveston may initiate discussions with vendors. Discussions may not be initiated by vendors. The City of Galveston expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any City of Galveston personnel during the RFP process without the express permission from the City's Purchasing Agent. The City of Galveston Purchasing Agent may disqualify any vendor who has made site

visits, contacted City of Galveston personnel or distributed any literature without authorization from this office.

- a. Contract fees are to be negotiated between CITY and the selected grant administrator based on fixed rates or itemized pricing maximums as provided in Exhibit B the "Itemized Pricing for Local Project Delivery Expenses". If agreement of fees and terms cannot be achieved with selected firm, negotiations shall commence with the alternate firm selected by the CITY, and the process repeated.
- b. Upon successful negotiations, City will execute a contract with the selected administrative firm. The Scope of Work in the final executed contract between CITY and the selected administrative firm will be further defined based on the funded CITY projects and will be made a part of the contract.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this RFP shall be coordinated by the City of Galveston Purchasing Department.

No award can be made until the City of Galveston City Council approves such action.

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

**Non-discrimination:**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**Responsibility**

The City must decide whether or not the responder has the strengths to be granted an award. Certain criteria must be met such as: financial stability, capability and capacity. History of past litigation due to lack of performance may be considered but not necessarily used as a determining factor.

The award will be made to the submitter who is determined to be the best able to fulfill the requirements as set out in the specifications.

**Contract term**

The term of the resultant contract will begin on the date of execution by City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

### **Re-appropriation of Budget Items**

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify responder in writing of this reduction. Responder shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

### **Force Majeure**

If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then

the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

### **No commitment by the City of Galveston**

This Request for Proposals does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submission to this request, or to procure or contract for services or supplies.

### **Change Orders, as per Texas Local Government Code section 252.048**

- (a) If Changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

### **Appropriation of Funds**

The City of Galveston may establish an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the responder's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

**Confidentiality of information in proposals**

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

**Exception to proposals**

The submitter will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to proposal conditions", and will be attached. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

**Changes in specifications**

If it becomes necessary to revise any part of this Request for Proposals, a written notice of such revision will be provided to all submitters. The City is not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the City's employees, unless such clarification or change is provided to submitters in a written addendum from the Purchasing Supervisor.

**Protest**

Any actual or prospective submitter who is allegedly involved with the solicitation or award may protest. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual responders must be made in writing and contain the following information:

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue (s) to be resolved and statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of Request For Proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston will be final.

**Proof of insurance**

The successful submitter agrees to maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the proposals specifications.

**Required insurance**

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

**\$2,000,000** general liability (includes products and personal, etc.)  
**\$1,000,000** fire damage  
**\$1,000,000** automobile damage  
**\$500,000** workers compensation employers' liability  
**Statutory** limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

- b. Professional Liability insurance - The Contractor shall maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than

\$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Contractor which arises out of the professional services required by this Agreement

**Pursuant to Sec. 2-341 of the City Code, the City has made the following Declaration of policy**

It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not otherwise qualified.

Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

**Laws**

Responders must comply with all Federal, State, and local laws and regulations.

**Withdrawal of proposals**

Submitters may request withdrawal of sealed proposals prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Supervisor in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening.

The City of Galveston reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any submission, and to accept the proposals, which, in its discretion, is in the best interest of the City of Galveston. In case of ambiguity or lack of completeness in stating the prices in any proposals, the City reserves the right to consider the most advantageous proposals thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type

of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

**Indemnity clause**

**IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ANYONE UNDER THE CONTRACTOR'S SUPERVISION OR CONTROL.**

**IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE CONTRACTOR WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE CONTRACTOR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION, OR NOTICE.**

**IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.**

**IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.**

**Provision to be applied if Indemnity is Void**

If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston  
Department of Finance  
Purchasing Division

**INVITATION FOR PROPOSALS SHEET  
RFP #15-10  
CITY OF GALVESTON, TEXAS**

**Having read and understood the instructions, terms, conditions and specifications,  
we submit the following:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Correspondence Address**

\_\_\_\_\_  
**Remit Address**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Tax Identification Number (Tin/Fien/Ssn)**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Email address**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**



**ATTACHMENT A – “PROPERTY TAXES STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING  
SUPERVISOR DEEMING SUBMISSION  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

\_\_\_\_\_ I do not owe the City property taxes that are delinquent.

\_\_\_\_\_ I owe City property taxes that are delinquent on property located at

---

---

---

Bidder's Printed or Typed Name

---

Bidder's Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT B – “NEPOTISM STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR SUBMISSION "NON-RESPONSIVE."**

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Submitter is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Galveston

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Submitter is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting are not related by blood or marriage to any official or employee of the City of Galveston.

\_\_\_\_\_ The officers of the company submitting this are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT C – "NON-COLLUSION STATEMENT"**

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THESE PROPOSALS IN COLLUSION WITH ANY OTHER SUBMITTER, AND THAT THE CONTENTS OF THESE PROPOSALS AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSALS HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THESE PROPOSALS.

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

---

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

BIDDER (SIGNATURE) \_\_\_\_\_

BIDDER (PRINTED NAME) \_\_\_\_\_

POSITION WITH COMPANY \_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS BID \_\_\_\_\_

COMPANY OFFICIAL  
(PRINTED NAME) \_\_\_\_\_

OFFICIAL POSITION \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**THE CITY OF GALVESTON, TEXAS**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

---

(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED**

**Request for Proposals**  
**RFP #15-10**  
**Video Webstreaming and Archiving of City Public Meetings**

This Request for Proposals includes the following sections:

1. Introduction
2. City of Galveston Background
3. Purpose and Objectives
4. Scope of Services
5. Requirements
6. Proposal Format
7. Submittal
8. Proposal Evaluation
9. Correspondence Regarding the Request for Proposal

**Introduction**

The City of Galveston is issuing this Request for Proposals to continue providing video webstreaming of public City meetings/sessions to the citizens and personnel of the City of Galveston. The selected firm will provide basic video webstreaming of programming broadcast on the City's Municipal TV Channel on an annual basis for a term of three five (5) years. Additionally, the selected firm will demonstrate the capacity to provide archiving services, indexing services, and pod-casting of audio recordings on the City of Galveston's website. A system including technical equipment, software, etc. is currently in place; however, the selected firm will provide recommended and/or necessary upgrades/improvements to the technical equipment, software, etc.

The Galveston Park Board of Trustees is a collaborative yet autonomous entity interested in providing video webstreaming, archiving, indexing, and podcast recordings for public Park Board meetings/sessions to citizens and personnel. The selected firm may also provide basic video webstreaming, archiving services, indexing services, and pod-casting of audio recordings on the Galveston Park Board of Trustees' website. All necessary components including technical equipment, software, etc. will be needed as there is not a system currently in place.

**Purpose and Objectives**

The purpose of providing these services is to allow the citizens and personnel in the City of Galveston the opportunity to view public meetings in real-time both on Municipal TV Channel 16 and online as well as in an indexed archive format so all recorded meetings (video and/or podcast) are accessible online.

The objective is to utilize available technologies to maintain transparency in municipal government and conveniently provide information to the citizens in the City of Galveston.

## Scope of Services

### 1. Basic Video Webstreaming:

- a. In addition to standard programming, the City anticipates fewer than six (6) meetings per month that will be recorded and broadcast on Municipal TV Channel 16. The meetings will consist mostly of twice monthly City Council meetings as well as other publicly held meetings. Some meetings may be as long as 8-12 hours.
- b. The system proposed must be off-site hosted with very little interaction with City staff other than direct access to the video/audio feeds.
- c. Content shall be delivered via a widely utilized video streaming format.
- d. The system must interface with the City of Galveston's website and/or internet and must have unlimited bandwidth.
- e. City personnel will have direct access to use the system. With this in mind, the "in house access" must be outside of the internal City internet bandwidth.
- f. Provide details on the software modules (and the number of licenses and cost) and their capabilities/features, the direct client services your firm will provide during installation/modification, training of City personnel, and ongoing technical support. Please address the cost for each and any alternatives that your firm believes would provide a better product to the City of Galveston.
- g. Provide details on the technical equipment (microphones, cameras, etc.) and their capabilities/features, the direct client services your firm will provide during installation/modification, and ongoing technical support. Please address the cost for each and any alternatives that your firm believes would provide a better product to the City of Galveston.

### 2. Archiving/Indexing/Search Capacity:

- a. In conjunction with the above or stand-alone from video webstreaming, the City is requesting a proposal to provide additional archiving, indexing, and search services of the same number of meetings as listed in Video Webstreaming 1a.
- b. Firms shall demonstrate their ability to provide archiving and indexing options to the City for on-demand, indexing, and search services. The City may wish to index other channel content in addition to meetings. Please provide detail on these services, including cost breakdown, same as video webstreaming as applicable to the above, within the parameters listed below:
  - i. Individual meeting content shall be separately indexed/cross linked/time coded by agenda for ease of access and selection of specific items of interest and shall be available "on demand".

- ii. The system must have the capability to archive the above for at least 18 months, but in some instances, or for specific meetings, longer. It should include searchable archiving.
- iii. If the system can be integrated with a document management system, information should be provided detailing the availability and the brand name of the system it is compatible with.

3. Audio Podcasting:

- a. In conjunction with the above or stand-alone from video webstreaming, the City is requesting a proposal to provide audio podcasting of the same number of meetings as listed in Video Webstreaming 1a. For meetings that are not broadcast on the City's Municipal TV Channel 16, audio recordings of the meetings and workshops will be made available to the public via these podcasts.
- b. Please provide detail on podcasting, same as video webstreaming, as applicable to the above.

4. Generalized Specifications to Video Webstreaming and/or Audio Podcasting:

- a. The City requests a specific listing of external operating software/hardware needs to host or operate the above referenced software modules. Please provide a cost for each of these, as if the City were to select a turn-key project. Please also indicate whether any of the City's current equipment can continue to be utilized. A Pre-Bid conference will be conducted to give potential responders the opportunity to examine the current equipment and configuration.
- b. Please provide costs for ongoing monthly maintenance for operation of the system, this must also reference the anticipated cost over the proposed 5 year contract term.
- c. The monthly maintenance costs should cover 24/7 monitoring and customer care response to problems, issues, questions, or concerns. Connection should be to a live person located within the USA at a toll free number.
- d. As a part of the RFP response the firm must provide an in-depth extensive product and service overview. Any necessary user training or equipment installation/modification must be discussed in the proposal.

## Specifications

1. The selected firm is expected to provide recommended and/or necessary upgrades and/or improvements to existing technical equipment, software, etc. for the City of Galveston's video webstreaming, archiving, and audio podcasting services. It is also expected that all necessary training and 24/7 technical support will be provided by the selected firm.
2. The selected firm is expected to provide necessary technical equipment, software, etc. for the Galveston Park Board of Trustees so this entity may incorporate video webstreaming, archiving, and audio podcasting services. It is also expected that all necessary training and 24/7 technical support will be provided by the selected firm.
3. It is highly preferred for firms to attend the pre-bid meeting to tour the facilities on April 22, 2015 at 2:00PM – City Hall, 823 Rosenberg, Galveston, TX 77550 Room 204. In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Tifney M Scott

Purchasing Supervisor

E-mail address: [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org)

**\*\*The Subject Line should read: Video Stream**

**The Deadline for Questions will be 5:00PM on April 29, 2015**

4. If the firm elects to deviate from the above information requested, offers exceptions, or has alternative products and/or concepts, those should be noted in the RFP response and maybe considered by the City.
5. Below is a list of equipment, software, etc. that is currently used for webstreaming services. This list is not meant to be exhaustive and it is highly preferred for firms to tour the facilities:
  - a. 4 – Sony EVI-D70 High Quality CCD Cameras
  - b. 1 – Dell Optiplex 380, Core 2 Duo CPU (2.93 GHz 1066FSB) with Windows 7, 4 GB Ram
  - c. 1 – ViewCast Osprey 230 Capture Card
  - d. 1 – APC UPS Remote Power Switch and Management
  - e. 1 – MTI S-Video + Audio Extender Via CAT5
  - f. 1 – Datavideo SE-900 NTSC Video Switcher with 17" Monitor and Audio
  - g. 1 – Cosmos 5.5 Software
  - h. 5 – Switcher YUV/Composite/S-Video Input Cards (up to 7 cards available)
  - i. 2 – Switcher DVI Input Card (computer present input)
  - j. 1 – Viewcast Osprey 210 Capture Card
  - k. 1 – MultiZone Playout and Bulletin System
  - l. 1 – Viewcast Osprey 240e Video Capture Card



- m. 1 – Provisioning Hardware and Software
- n. 1 – Branded Video Library Design
- o. 1 – Player Design/Programming
- p. 1 – Dell R300 Quad Core Xeon E3323 4 GB Ram, 250GB SATA, DVD=-/RW Drive, HotPlug Dual Hard Drives
- q. All necessary connections, wiring kits, support, installation, etc. for turnkey product installation

### **Requirements**

To be considered for the award, the proposer shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in the disqualification of the proposal (i.e. the proposal will **not** be considered for the award):

1. The proposer shall have a minimum of ten (10) years documented experience performing video webstreaming, archiving, and audio podcasting services.
2. The proposer shall provide a list of five (5) references; municipal government references are *strongly* preferred. References must include business/entity/municipality name, direct individual contact name, contact number/email, and years using the system being proposed to the City of Galveston. The references should be in the state of Texas or the immediate regional area.
3. The proposer shall have demonstrable knowledge and skills in providing 24/7 technical support and availability for questions, concerns, and troubleshooting before, during, and after sessions are complete.
4. The proposer shall be available for a product presentation to City Staff as a part of the RFP selection process.

### **Proposal Format**

Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness. All proposal responses must be in the following format:

1. Cover Letter: Including official name of the proposing firm (and/or third party vendors), the address, phone number and e-mail of the firm, as well as the name(s) of the principal contact person. The cover letter must be signed by a person(s) authorized to bind the proposing firm.
2. Table of Contents: Include an index listing all contents and any included attachments.
3. Firm Background: This section should include a brief description of the firm as well as experience and qualifications of the person(s) who will be performing the services. Indicate whether the firm is an independent entity or part of a larger corporation. This section should include a general overview of the firm's services as well as the extent to which the firm has experience in providing video webstreaming, archiving, and audio podcasting services within the past five years.

4. Proposed Work Plan: This section should contain an outline of the steps the firm proposes to meet, the scope of services and a timeline for each step, including completion. The work plan should indicate time frame for project completion.
5. References: Provide at least five (5) client references of similar size and/or population, preferably public sector, clients with which the firm has worked in the past five years using the same as or extremely similar services presented in proposal. Provide a contact person, telephone number, e-mail address and mailing address, as well as a brief description of the services provided. The references should be in the state of Texas or the immediate regional area. sized, preferably public sector
6. Work Sample: Please provide a sample similar work product (preferably municipal government open meetings/sessions, both video and audio, as well as archive structure).
7. Cost Proposal: The City anticipates a Five year contract with a monthly service fee. The Park Board anticipates a separate 5 year contract with a monthly service fee; however, the two contracts are mutually exclusive and the proposals should be drafted separately to address the different needs of the different entities. Provide a complete breakdown on all costs related to the content of the proposal required to accomplish the scope of work, including estimated hours for each component of the proposal, including but not limited to the line item cost proposal to provide all deliverables solely to the City of Galveston; the line item cost to provide all deliverables solely to the Galveston Park Board of Trustees; the line item cost to upgrade/improve existing technical equipment and/or software, etc. Also include an hourly rate for additional work that may be requested but is not included in the proposal.

### **Submittal**

Proposals must be submitted no later than **11:00AM on May 12, 2015**. Firms must submit five (5) identical hard copies in a sealed envelope clearly marked "Proposal for Classification & Compensation Study." Proposals shall be mailed or hand delivered to:

City of Galveston  
Attention: Tifney Scott Purchasing Supervisor  
823 Rosenberg, Suite 306  
Galveston, TX 77553

All proposals submitted must include all the information and documents as requested in this request for proposals. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. The City reserves the right to reject any or all proposals and to waive any informality.

Proposals will be opened and evaluated in private and will be kept confidential until an award is made.

## **Proposal Evaluation**

Proposals will be evaluated on various criteria including but not limited to:

1. Approach to the performance of the services and satisfaction of City requirements	30%
2. Professional skills and credentials of staff to be assigned to the provision of services	25%
3. Proposal quality and references provided	25%
4. Overall cost and fees to be charged	20%

The City Manager shall determine which proposers have met the requirements of the RFP. The City Manager shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The City may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest. The City may conduct discussions with proposers in any manner deemed necessary to best serve the interests of the City.

The City has the right to accept the proposal, which serves the best interest of the City, as submitted, without further discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals.

## **Correspondence Regarding RFP**

Questions or clarifications on the proposal documents need to be submitted to the City via email to [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org) until **5:00PM on April 29, 2015**. Addendums that are issued as part of the request for proposals are to be initialed by the proper person and submitted as part of the delivery of the proposal package. Correspondence shall be emailed to the Purchasing Supervisor at [scotttif@cityofgalveston.org](mailto:scotttif@cityofgalveston.org) with the subject Video Webstreaming, Archiving, and Audio Podcasting.

## **Contract**

The City reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal should be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the City of Galveston's City Manager Department for approval. Final acceptance of the proposal shall only be complete when approved by City Council and executed by the City Manager and City Attorney.